

REMARKS

Status Of The Claims

Claims 1, 7, 8, 10, 12 and 13 have been amended. Claim 16 has been canceled herein without prejudice or disclaimer. New claim 17 has been added. Claims 1, 2, 7-10, 12, 13 and 17 are pending and under consideration. Support for the amendments and new claim can be found, for example, in the Specification page 17 line 9 to page 19 line 16 and Figures 3-5. Applicants assert that no new matter has been added.

Applicants thank the Examiner for granting an Interview on January 3, 2007 to discuss the present application. The following remarks elaborate on the patentable distinctions discussed during the interview.

Rejections Under 35 U.S.C. § 112

On page 2, item 4, the Office Action rejected claim 10 under the first paragraph of 35 U.S.C. § 112 as allegedly failing to comply with the enablement requirement. Claim 10 has been amended to remove the term "using digital contract information." Accordingly, applicants assert that claim 10 now even more fully complies with the first paragraph of 35 U.S.C. § 112.

In addition, on page 3, item 8, the Office Action rejected claim 10 under the second paragraph of 35 U.S.C. § 112 as allegedly being indefinite. In view of the above described amendment to claim 10, applicants assert that claim 10 now even more fully complies with the second paragraph of 35 U.S.C. § 112.

On page 3, item 6, the Office Action rejected claims 1-10 under the second paragraph of 35 U.S.C. § 112 as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Office Action, item 7, alleges that the last clause of claim 1 is unclear. Applicants assert that the amendments to claim 1 overcome this rejection and applicants assert that the answers to the questions posed in the Office Action, item 7, lines 6-10, are apparent in view of the amendments to the claims. Applicants hope that the Examiner can now better understand the features of claim 1. Claims 12 and 13 have been amended in a similar manner.

Applicants assert that the claims now even more fully comply with the first and second paragraph of 35 U.S.C. 112, and accordingly, respectfully request the rejection be withdrawn.

Rejection Under 35 U.S.C. § 102(e)

Of the remaining claims, claims 1, 2, 9, 12 and 13 were rejected under 35 U.S.C. § 102(e) as being unpatentable over Broadbent et al. (US 6904412 B1). This rejection is respectfully traversed.

Claim 1, as amended, recites:

receiving in ... said service provider a result of the consultation to be provided to the computer of said service beneficiary from the computer of said intellectual service cooperator, sending said result ... to the computer of said service intermediary, tempering said result in the service intermediary with service intermediary business information ... to create support information, and providing from the service intermediary said support information to the computer of said service beneficiary

(claim 1, lines 9-16). Claim 1 describes the interaction between a service provider, a service beneficiary, a service intermediary and an intellectual service cooperator which are connected via a network. The Office Action asserts that the primary citation to Broadbent describes the features of claim 1. This assertion is respectfully traversed.

Broadbent relates to a method and apparatus for a mortgage loan originator compliance engine and discusses an automated compliance engine generating a plurality of tasks which can be used to control and drive the process of handling a mortgage loan application to completion.

Broadbent merely describes mutual exchange of information through bilateral access to acceptance engines (i.e. service provider) for borrowers (i.e. beneficiary), loan originators (intellectual service cooperator) and mortgage banks (i.e. intermediary). For example, as described in column 9, lines 8-20, of Broadbent, a borrower and loan originator answer financial and property questions concerning the borrower. The answers to these questions are used by the system to pre-qualify the borrower for a loan and offer appropriate loan program options to the borrower. The system then makes the information available to the borrower and loan originator, after which the borrower chooses a formal mortgage loan application. Both the borrower and loan originator enter their respective information into the system. In other words, only the loan originator and borrower communicate. Because the borrower merely chooses a formal mortgage plan via the acceptance engine, the mortgage bank (i.e. service intermediary) does not in any way communicate with the borrower (i.e. beneficiary). Therefore, applicants assert that the structure of the interactions between the parties in Broadbent do not disclose those described in the embodiment of claim 1.

Specifically, applicants respectfully submit that Broadbent fails to describe “**receiving in... said service provider a result of the consultation to be provided to the computer...**

sending said result... to the computer of said service intermediary, **tempering said result** in the service intermediary with service intermediary business information... to create support information" and "**providing from the service intermediary** said support information **to the computer of said service beneficiary**" as recited by claim 1. Therefore, applicants assert that claim 1 patentably distinguishes over the cited art for at least the above-mentioned reasons.

Dependent claims 2 and 9 inherit the patentable recitations of their base claim, and therefore, patentably distinguish over the cited art for at least the above-mentioned reasons in addition to the additional features recited therein.

Claims 12 and 13 recite "**receiving in...** said service provider **a result of the consultation** to be provided to the computer... sending said result... to the computer of said service intermediary, **tempering said result** in the service intermediary with service intermediary business information... to create support information" and "**providing from the service intermediary** said support information **to the computer of said service beneficiary**," and therefore patentably distinguish over the cited art.

Accordingly, applicants respectfully request the rejection under 35 U.S.C. § 102(e) be withdrawn.

Rejection Under 35 U.S.C. § 103(a)

Claims 7 and 8 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Broadbent et al (US 6904412 B1), as applied to claim 1 above, in view of O'Flaherty et al (US 6253203 B1). This rejection is respectfully traversed.

O'Flaherty describes providing information varied with the type of utilization of a database. Applicants submit that O'Flaherty fails to cure the deficiencies of Broadbent described above.

Accordingly, dependent claims 7 and 8 inherit the patentable recitations of their base claim, and therefore, patentably distinguish over the cited art for at least the reasons discussed with respect to claim 1, in addition to the additional features recited therein

New Claim

Applicants assert that new claim 17 patentably distinguishes over the cited art. Claim 17 recites "the service intermediary adds transaction information between the service intermediary and the service beneficiary to the analysis result, and forwards **the analysis result to the service beneficiary** to form the basis of a consulting contract" (claim 17, lines 13-17, emphasis

added). As described above, Broadbent fails to describe any interaction between a service intermediary and the beneficiary. Accordingly, applicants respectfully submit that claim 17 patentably distinguishes over the cited art.

Conclusion

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

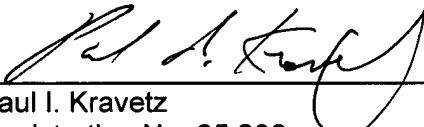
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: January 4, 2008

By: 

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